

EXHIBIT 26

No. D21-107J6

BANK OF AMERICA, N.A.
VS
LEWIS E KEENER, SR

IN THE JUSTICE COURT
PRECINCT 6
DENTON COUNTY, TX

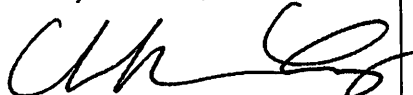
THE STATE OF TEXAS TO:
Lewis E Keener, Sr.
18535 MICHAELANGELO DR
Dallas TX 75287-3324

4-9-21
502875

YOU HAVE BEEN SUED. You may employ an attorney to help you in defending against this lawsuit. But you are not required to employ an attorney. You or your attorney must file an answer with the Court. Your answer is due by the end of the 14th day after the day you were served with these papers. If the 14th day is a Saturday, Sunday, or legal holiday, your answer is due by the end of the first day following the 14th day that is not a Saturday, Sunday, or legal holiday. Do not ignore these papers. If you do not file an answer by the due date, a default judgment may be taken against you. For further information, consult Part V of the Texas Rules of Civil Procedure, which is available online and also at the court listed on this citation.

This citation is issued pursuant to a petition filed by the above-named plaintiff on 01/22/2021. The Plaintiff/Plaintiff's Attorney and address is: Eric S. Peterson, 275 W Campbell Suite 312 Richardson TX 75080. Your answer may be filed with this court, located at 1029 West Rosemeade Parkway, Carrollton, Texas 75007.

ISSUED UNDER MY HAND on this the 19th day of March, 2021


JUDGE CHRISTOPHER LOPEZ
Justice of the Peace, Precinct Six
Denton County, Texas



OFFICER'S RETURN

CAME TO HAND this ____ day of ____, 20__, at ____ o'clock ____ m. and EXECUTED on the ____ day of ____, 20__, at ____ o'clock ____ m. to DEFENDANT ____ by:

☐ DELIVERING IN PERSON a true copy of this Citation with a copy of the petition and its contents attached to:

☐ DEFENDANT at ____.

☐ DELIVERING TO THE PREMISES BY ALTERNATIVE SERVICE as permitted by RULE 501.2(e) by:

☐ mailing copies of the Citation and petition with contents attached by first class mail on ____, 20__.

AND EITHER:

☐ leaving copies of the Citation and petition (with contents) with ____, a person who is at least 16 years of age ☐ found at the Defendant's residence, or ☐ found at ____ where Defendant can reasonably be found; OR

☐ serving by ____ as authorized in the Court's Order granting Alternative Service.

TO CERTIFY WHICH, witness my official signature this ____ day of ____, 20__.

CONSTABLE, PRECINCT 6, DENTON COUNTY, TEXAS

By: ____, Deputy

CAUSE NUMBER: D21-107J6

Bank of America, N.A.)	
)	
Plaintiff)	
)	IN THE JUSTICE COURT
vs.)	
)	DENTON COUNTY, TEXAS
Lewis E. Keener Sr.)	
)	PRECINCT 6
Defendant)	

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

I. PARTIES

1. Plaintiff is:

Bank of America, N.A.

(hereinafter "Plaintiff"), whose business address is:

655 Paper Mill Road, Newark, DE 19711. Plaintiff may be served with notice through its attorneys of record, Javitch Block LLC, at 275 W. Campbell Road, Suite 312, Richardson, Texas 75080. Plaintiff hereby consents to service by email at dal@jblc.com.

2. Defendant is:

Lewis E. Keener Sr.

(hereinafter "Defendant"), who may be served at: 18535 Michaelangelo Dr, Dallas, TX 75287-3324, or wherever they may be found.



II. JURISDICTION AND VENUE

3. This lawsuit arises out of Defendant's failure to comply with the terms of contract, either oral or written and all or a substantial part of the events or omissions giving rise to this action occurred in and/or were performable in Denton County, Texas. Furthermore, Defendant is a resident of Denton County, Texas, consequently venue is proper in this court pursuant to Chapter 15 of the Texas Civil Practices and Remedies Code.

4. The amount in controversy does not exceed \$20,000 and therefore is within the jurisdictional limits of this Court pursuant to TRCP 500.3(a)-(d) and Gov't Code §27.031(a)(1).

III. CLAIM FOR RELIEF SOUGHT

5. Plaintiff seeks only monetary relief of \$20,000 or less, and does not claim nor seek the recovery of any personal property or its value.

IV. FACTUAL BACKGROUND

6. Plaintiff is a national banking association organized and existing under the laws of the United States of America and having its principal place of business in Charlotte, North Carolina.

7. Plaintiff is a wholly-owned subsidiary of Bank of America Corporation and the successor-in-interest to FIA Card Services, N.A. ("FIA"), formerly known as MBNA America Bank, N.A. FIA was merged into and under the charter and title of Plaintiff effective October 1, 2014.

8. Defendant is an adult individual residing in the territorial jurisdiction of this Court.

9. On or about January 24, 2012, in the usual course of business, Plaintiff or a predecessor in interest opened a credit account, at the request of and for Defendant with current account number *****0792, (hereinafter "Account"). Defendant used or authorized use of the Account for the acquisition of goods, services, balance transfers or cash advances in accordance with the customer agreement ("Agreement") governing the use of the Account with Plaintiff.

10. In accordance with federal regulations, monthly periodic statements for the Account have been provided to the Defendant. Attached hereto and incorporated herein as Exhibit "A" is a copy of the last periodic statement provided to Defendant prior to charge-off. Based on Plaintiff's records, there are no unresolved billing disputes related to the Account.

11. On July 31, 2020, Plaintiff charged off the remaining balance due by Defendant in the amount of \$18,545.99. The last payment made towards the outstanding balance was on December 4, 2019.

V. ACCOUNT STATED

12. Plaintiff incorporates paragraphs 1 through 11 by reference as if fully set forth herein.

13. The transactions between the Parties evidenced by monthly statements generated and sent to Defendant give rise to Defendant's indebtedness to Plaintiff.

14. The amounts Defendant owes to Plaintiff are fixed by agreement, either express or implied, by said monthly statements forwarded to Defendant at the address provided by Defendant.

15. Defendant has promised, either expressly or impliedly, to pay the indebtedness to Plaintiff by utilizing the credit account, or authorizing its use. The Defendant received monthly statements stating the amount owed.

16. The Account balance as of January 14, 2021 is \$1,491.31, which includes any applicable payments and credits. The Account is not accruing post charge-off interest. Plaintiff now seeks liquidated damages within the jurisdictional limits of this Court in the amount of \$1,491.31.

VI. CONDITIONS PRECEDENT

17. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

PRAYER

For these reasons, Plaintiff asks that the Court issue citation for Defendant to appear and answer, and that judgment be granted in favor of Plaintiff for the following:

- a. Actual damages in the amount of \$1,491.31;
- b. costs of court.

Plaintiff does not seek ongoing contractual interest on the underlying debt; furthermore, Plaintiff hereby waives its right to collect post-judgment interest.

Respectfully Submitted,

X Eric S. Peterson, #24107156
Jacob M. Figelman, #24095682
Kyla N. Baxter, #24090609
Saundra (Sam) Meyer, #24100319
Tyler G. Lansden, #24118207
Afton J. Parker, #24091349
Javitch Block LLC
275 W. Campbell, Suite 312
Richardson, TX 75080
(214) 383-9088
DAL@jbllc.com
Fax: (214) 383-5890

BANK OF AMERICA

Alaska
Mileage Plan

P.O. BOX 15284
WILMINGTON, DE 19850

LEWIS E KEENER SR
18535 MICHAELANGELO DR
DALLAS TX 75287-3324

Customer Service Information:

www.bankofamerica.com
1.800.552.7302
TTY: 1.800.346.3178

Mail billing inquiries to:

Bank of America
P.O. Box 982234
El Paso TX 79998-2234

Mail payment to:

Bank of America
P.O. Box 851001
Dallas TX 75285-1001

June 24 - July 23, 2020
Account# 0792

Account Summary

Previous Balance	\$18,322.71
Payments and Other Credits	\$0.00
Purchases and Adjustments	\$0.00
Fees Charged	\$0.00
Interest Charged	\$223.28
<hr/>	
New Balance Total	\$18,545.99
Total Credit Line	\$17,500.00
Total Credit Available	\$0.00
Cash Credit Line	\$5,400.00
Portion of Credit Available for Cash	\$0.00
Statement Closing Date	07/23/2020
Days in Billing Cycle	30

Payment Information

New Balance Total	\$18,545.99
Current Payment Due	\$406.00
Past Due Amount	\$2,425.00

Total Minimum Payment Due	\$2,831.00
Payment Due Date	08/20/2020

Late Payment Warning: If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to **\$39.00** and your APRs may be increased up to the Penalty APR of **29.99%**.
Total Minimum Payment Warning: If you make only the Total Minimum Payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	28 years	\$37,269.00

If you would like information about credit counseling services, call 866.300.5238.

BANK OF AMERICA
P.O. BOX 851001
DALLAS TX 75285-1001

LEWIS E KEENER SR
18535 MICHAELANGELO DR
DALLAS TX 75287-3324

Account Number: 0792

New Balance Total	\$18,545.99
Total Minimum Payment Due	\$2,831.00
Payment Due Date	08/20/2020

Enter payment amount \$

For change of address/phone number, see reverse side.
Make your payment online at www.bankofamerica.com or

Mail this coupon along with your check payable to: Bank of America

Exhibit A

LEWIS E KEENER SR | Account # [REDACTED] 0792 | June 24 - July 23, 2020

004 - 000 - 000 - G

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

PAYING INTEREST - We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

TOTAL INTEREST CHARGE COMPUTATION - Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS - Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE - When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply for expedited service. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

YOUR CREDIT LINES - The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

MISCELLANEOUS - Promotional Rate End Date: This date is based on a future statement closing date. If you change your payment due date, this date could change. The New Balance Total which appears on this statement is not a payoff amount and may be subject to additional interest charges when you pay in full after your statement closing date. Please contact the customer service number located on the front of this statement for a pay-off amount. Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet.

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CALCULATION OF BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance: (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administered by Bank of America. Bank of America is a registered trademark of Bank of America Corporation.

PAYMENTS - We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days. Cash payments made with our tellers will only be accepted with a valid Identification (ID).

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Change of Address/Phone number: Online at www.bankofamerica.com

Please do not add any written communication in this space.

LEWIS E KEENER SR | Account # [REDACTED] 0792 | June 24 - July 23, 2020

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
Interest Charged						
07/23	07/23	INTEREST CHARGED ON PURCHASES			223.28	
07/23	07/23	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
07/23	07/23	INTEREST CHARGED ON DIR DEP&CHK CASH ADV			0.00	
07/23	07/23	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
TOTAL INTEREST CHARGED FOR THIS PERIOD						\$223.28

2020 Totals Year-to-Date

Total fees charged in 2020	\$223.00
Total interest charged in 2020	\$1,268.31

Interest Charge CalculationYour **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	14.74%V				\$ 18,430.39	\$ 223.28
Balance Transfers	14.74%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	19.99%V				\$ 0.00	\$ 0.00
Bank Cash Advances	24.99%V				\$ 0.00	\$ 0.00

APR Type Definitions Daily Interest Rate Type: V= Variable Rate (rate may vary)

Important Messages

Your statement balance exceeds the Total Credit Line. To ensure uninterrupted use of your account, please make a payment to bring your balance under the Total Credit Line. There is no fee for being over your Total Credit Line.

When this statement was created, the account's Credit Line was in a restricted status and not available for use.

Please read about important amendment(s) to your Credit Card Agreement and/or notices for your account on the enclosed *Important Information* page.

LEWIS E KEENER SR | Account # [REDACTED] 0792 | June 24 - July 23, 2020

Your Reward Summary

ALASKA AIRLINES CREDIT CARD REWARDS

0 BASE PURCHASE MILES

0 MILES TO ALASKA AIRLINES

REVIEW/REDEEM MILES: WWW.ALASKAAIR.COM

**Make the most of your
rewards program today!**

Additional Information

Miles earned from credit card purchases are sent to Alaska Airlines and deposited into your Mileage Plan account. Miles are subject to Alaska Airlines Mileage Plan terms and conditions. View and redeem your miles by visiting alaskaair.com and logging into your Mileage Plan account.

LEWIS E KEENER SR | Account # [REDACTED] 0792 | June 24 - July 23, 2020

Important Information

Please read the information below to stay informed about changes or other important details that may impact you.

We are changing some terms of your Credit Card Agreement.

The amendment to your Credit Card Agreement is outlined below. All other terms of your current Credit Card Agreement still apply. If there is a conflict, the terms in this amendment are in effect. Please keep this document for your records. We are making this amendment because of a change in our business practices.

Changes to Types of Transactions

The section titled *Types of Transactions* has been revised to clarify that we may allow certain types of transactions at our discretion. The following has been inserted after the first sentence of the section. This sentence has also been added above the *Military Lending Act Disclosure* section in the Account Summary Table section of your Credit Card Agreement.

Balance Transfers and certain Cash Advances, such as Direct Deposits, are made available to you at our discretion.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Bank of America, N.A., 100 N. Tryon Street, Charlotte, NC 28255, is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

LEWIS E KEENER SR | Account # [REDACTED] 0792 | June 24 - July 23, 2020

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Date	01/13/2021	
Creditor	Bank of America, N.A	
Account #	*****0792	
Debtor	LEWIS E KEENER SR	
JB File #	1821665	

POST CHARGE-OFF/PRESUIT PAYMENTS/CREDITS

BALANCE ON LAST STATEMENT PRIOR TO CHARGE OFF.....\$ 18545.99

LESS PAYMENTS MADE/
CREDITS APPLIED

SINCE CHARGE OFF DATE.....\$ 17054.68

SUIT AMOUNT.....\$ 1491.31

1/22/2021 11:43 AM

CAUSE NO:

Bank of America, N.A.

IN THE JUSTICE COURT

Plaintiff,

vs.

PRECINCT 6

Lewis E. Keener Sr.

Defendant(s).

OF DENTON COUNTY, TEXAS

Military Status Declaration

Plaintiff's attorney herein, certifies:

1. This declaration is made for the purpose of complying with the Servicemembers Civil Relief Act, 50 App. U.S.C.A. § 3901 et seq.
2. Declarant is an agent for Plaintiff in this action for damages against the Defendant.
3. To the best of Declarant's knowledge, Defendant is not now on active duty in any of the armed services of the United States. This determination was made utilizing the Department of Defense Website. (See Attached).
4. To the best of Declarant's knowledge, Defendant is not a minor or incompetent.

My name is Eric S. Peterson; and my business address is 1100 Superior Avenue, 19th Floor, Cleveland, OH 44114-2521, and

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in Cuyahoga County, State of Ohio, on the 15 day of Feb, 2021.

Date

Declarant



* Q - - - 1 8 2 1 6 6 5 M S D - 1 - *

Department of Defense Manpower Data Center

1/22/2021 11:43 AM

Results as of : Jan-13-2021 04:13:43 PM

SCRA 5.7



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-XXXX
 Birth Date: XXX-XX-XXXX
 Last Name: KEENER SR
 First Name: LEWIS
 Middle Name: E
 Status As Of: Jan-13-2021
 Certificate ID: 1YL5FYK5ZL6725Z

On Active Duty On Active Duty Status Date				
Active Duty Start Date	Active Duty End Date	Status		Service Component
NA	NA	No		NA
This response reflects the individuals' active duty status based on the Active Duty Status Date				

Left Active Duty Within 367 Days of Active Duty Status Date				
Active Duty Start Date	Active Duty End Date	Status		Service Component
NA	NA	No		NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date				

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date				
Order Notification Start Date	Order Notification End Date	Status		Service Component
NA	NA	No		NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty				

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.